It seems to be generally accepted that a person may bind himeslf by a parol agreement to make a particular disposition of his property, both real and personal, by will, though as regards realty the authorities are not harmonious. *Johnson* v. *Hubbell*, 10 N. J. Eq. 332, 66 Am. Dec. 773; *Lamb* v. *Hinman*, 46 Mich. 112, 8 N. W. Rep. 709. Such an agreement may be made in consideration of personal care and services such as are characteristic of the domestic relations. *Leonardson* v. *Hulin*, 64 Mich. 1, 31 N. W. Rep. 26; *Laird* v. *Vila*, — Minn. —, 100 N. W. Rep. 656; *Brown* v. *Sutton*, 129 U. S. 238. The remedy for a breach depends upon the nature of the services. If their value cannot be estimated specific performance will be decreed, otherwise an action must be brought for damages. In many instances the denial of specific performance would accomplish a fraud. *Winfield* v. *Boen*, 65 N. J. Eq. 636, 56 Atl. Rep. 728; cf. *Grant* v. *Bradstreet*, 87 Me. 583, 33 Atl. Rep. 165, and equity will follow property fraudulently conveyed to a third party. *McCullom* v. *Mackrell*, 13 S. D. 262, 83 N. W. Rep. 255; cf. *Leonardson* v. *Hulin*, supra. Specific performance will not, however, be decreed unless the complainant shows by clear and convincing evidence, a complete contract properly executed on his own part. *Spencer* v. *Spencer*, 26 R. I. 237, 58 Alt. Rep. 766; *Stellmacher* v. *Bruder*, 89 Minn. 507, 95 N. W. Rep. 324; *Richardson* v. *Orth*, 40 Ore. 252, 66 Pac. Rep. 925; *Rodman* v. *Rodman*, 112 Wis. 378, 88 N. W. Rep. 218, nor if it would work a hardship, as in case of a promise to give all one's property at death, made before marriage and there is a surviving wife without knowledge of such promise. *Owens* v. *McNally*, 113 Cal. 444, 45 Pac. Rep. 710, 33 L. R. A. 369; see also *Mahaney* v. *Carr*, 175 N. Y. 454, 67 N. E Rep. 903. In the principal case the complainant failed in his proof. The decision is undoubtedly correct both in principle and on authority. *Clawson* v. *Brewer*, — N. J. Eq. —, 58 Atl. Rep. 598; *Seitman* v. *Seitman*, 204 Ill. 504, 68 N. E. Rep. 461; *Briles* v. *Goodrich*, 116 Iowa 517, 90 N. W. Rep. 354.—*Michigan Law Review.*

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FIXTURES—MACHINERY FOR PROSECUTION OF OIL AND GAS BUSINESS.—Machinery and other appliances necessary for the prosecution of the work, placed on land by a lessee under a lease for oil and gas purposes by which it is agreed that he shall have the privilege at any time to remove therefrom all machinery and fixtures placed thereon, are held, in *Gartlan* v. *Hickman* (W. Va.), 67 L. R. A. 694, not to become parts of the freehold, and to be removable by the lessee within a reasonable time after the forfeiture of the lease because of nonpayment of the rental.

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COMMON CARRIERS—NEGLIGENCE—INTERURBAN LINES.—The law of negligence governing the standing on a platform of a moving street car in a municipality is held, in *Cincinnati, L. & A. Electric Street R. Co.* v. *Lohe* (Ohio), 67 L. R. A. 637, not to be applicable to the case of standing on such platform of a moving interurban car in the open country; but the rule governing such a case is held to be the same as that in the case of steam cars. A note to this case reviews the authorities on the question Is an

interurban railroad company controlled by the general railroad law in regard to the operation of railroads as carriers of passengers?

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COMMON CARRIERS—STREET RAILWAY COMPANY—LIABILITY FOR KILLING A DOG.—A street railway company is held, in *Moore* v. *Charlotte Electric R. L. & P. Co.* (N. C.), 67 L. R. A. 470, not to be liable in damages for the killing of a dog by one of its cars, unless the killing is done wilfully, wantonly, or recklessly.

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COMMON CARRIERS—CONTRACTING TO LIMIT COMMON-LAW LIABILITY.—In case of a breach of a carriage contract in a state whose Constitution prohibits the carrier from contracting to limit its common-law liability, it is held, in *Adams Express Co.* v. *Walker* (Ky.), 67 L. R. A. 412, that the carrier cannot, in the courts of that state, have the benefit of a contract valid where made in another state limiting such liability.

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COMMON CARRIERS—CONTRACTING TO LIMIT COMMON-LAW LIABILITY.—The right of a carrier to limit, by special contract, his common-law liability, and thereby to exempt himself from liability for any loss resulting otherwise than by the negligence or misfeasance of himself or his servants, is sustained in *Russell* v. *Erie R. Co.* (N. J. Err. & App.), 67 L. R. A. 433.

See this subject discussed in 8 Va. Law Reg. 849, and 9 Va. Law Reg. 73, where the Virginia authorities are examined.

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COMMON CARRIERS—DELAY BY INITIAL CARRIER.—Delay by the initial carrier in the transportation of goods at a season when weather conditions would naturally produce deterioration in their quality, which may have aided in causing the damaged condition in which they were delivered to the consignee, is held, in *St. Louis, I. M. & S. R. Co.* v. *Coolidge* (Ark.), 67 L. R. A. 555, to render it liable for the loss, unless it shows that its delay did not produce the injury in whole or in part, although delay by a connecting carrier is also shown, which might have caused, or contributed to, the injury.

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CONNECTING CARRIERS—LOSS OF GOODS—LIABILITY.—In an action brought against three railroad corporations and a steamship company, jointly, or severally, to recover damages for failure to transport and deliver safely certain personal property which the plaintiff shipped at the city of Nashville, in the State of Tennessee, to be delivered at Lynbrook on Long Island, in the State of New York, *Held*, a connecting carrier is not liable for the default of another carrier in performing part of the transportation, where there was merely a traffic agreement for division of profits arising from the transportation. *Wilson* v. *Louisville & N. R. Co.* (1905), — N. Y. —, 92 N. Y. Supp. 1091.

The theory of the action is that all and each of the corporations are liable by reason of some arrangement or agreement between them, and that they